

**RESOLUTION 2014-069 Passed: July 28, 2014**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT WITH BURNS & McDONNELL FOR THE PURPOSE OF CONDUCTING A COMPREHENSIVE WATER SYSTEM MASTER PLAN UPDATE AND WATER RATE STUDY IN THE AMOUNT OF \$47,880.24.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

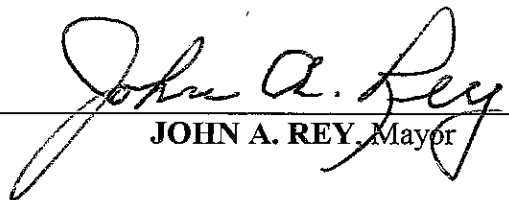
**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an Agreement with Burns & McDonnell for the purpose of conducting a comprehensive water system master plan update and water rate study in the amount of Forty-seven thousand, eight-hundred, eighty dollars and 24/100 (\$47,880.24), a copy of which is attached hereto and made a part hereof as Exhibit "A."

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting held on the 28th day of July, 2014 on the Consent Agenda by Omnibus Roll Call Vote of 8-0. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Baker, O'Leary and approved by me as Mayor on the same day.

**ATTEST:**

  
ELIZABETH E. PEERBOOM, City Clerk

  
JOHN A. REY, Mayor



Agreement for  
Engineering Services for  
Comprehensive Water Master Plan  
and Water Rate Study 2014

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Burns & McDonnell Engineering Company, Inc." hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.



D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit F, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with



applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

#### H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting:* The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Prevailing Wage:* The Contractor certifies that it shall comply with all applicable provisions



of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City *or by the Illinois Department of Labor*. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/ido](http://www.illinois.gov/ido). This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

*Drug Free Workplace:* The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provides drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

*Responsible Contractor Requirements:* The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

*Non-Discrimination, Certification, and Equal Employment Opportunity:* The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.



*Record Retention and Audits:* If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

*United States Resident Certification:* (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:

- United States Citizen or Corporation
- Resident Alien
- Non-Resident Alien

The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

*Tax Payer Certification:* Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 43-0956142 and is doing business as a (check one):

- Individual
- Real Estate Agent
- Sole Proprietorship
- Government Entity
- Corporation
- Not for Profit Corporation
- Trust or Estate
- Medical and Health Care Services Provider
- Corp. Partnership
- Tax Exempt Organization (IRC 501(a) only)

*Authorized in Illinois:* The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

*Export Administration, Supplies, Labor:* The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by



the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

*General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

*OSHA Standards:* The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

*CERCLA Indemnification:* The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

*Buy America:* The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

*Collusion:* The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

#### I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorneys fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall



assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor's legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys' fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this





agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:  
City Manager  
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

For the Contractor:  
Randall L. Patchett, PE  
Burns & McDonnell, Engineering Company  
1431 Opus Place, Suite 400  
Downers Grove, IL 60515

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.



O. Document Correction / Supplements:

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor's invoices, shall waive the City's ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City's failure to previously demand the same.

P. Schedule:

A proposed project schedule is attached as Exhibit D.

Agreed to this 28 day of July 2014.

City of DeKalb

John A. Fey  
City Mayor/~~Manager~~  
Elizabeth Beerboom  
City Clerk

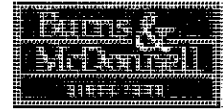
Contractor

[Signature]  
(title) Regional Water Practice Manager  
[Signature]  
(attest)



# Exhibit A - Scope of Services

## Water Master Plan and Water Rate Study



### Project Understanding

It is our understanding that the City of DeKalb (City) wishes to engage Burns & McDonnell to develop a comprehensive Water Master Plan and Water Rate Study. The Master Plan shall evaluate the City's future water demands and capital needs, but have an emphasis on the maintenance and capital improvements needed to the current water system. In addition the City requires that the Master Plan assess the City's water rate structure to insure proper funding of current and future capital and operational costs.

The City had previously developed a Water Master Plan in the Year 2006. A water system modeling was developed in the previous master planning effort. The City believes development of a water system model is not required under the proposed water master planning efforts. Burns & McDonnell will be provided access to the previous water system model to perform required water system analysis as part of master planning efforts. In addition from discussions with City staff we understand that the City is more interested in having the proposed Water Master Plan focus more on its water distribution system and less on water supply, treatment and pumping. We understand the City has excess water production, treatment and storage capacity. The City's water system is characterized as following:

- Current population is 44,100 people
- Public water system also serves the Northern Illinois University
- Water System is comprised of five (5) ion exchange/iron filtration water treatment plants treating water from nine wells with a pumping capacity of 12 million gallons per day (MGD) and a current average day demand of 3.33 MGD. The peak water demand is about 4.6 MGD.
- Water demand has been decreasing by about 2% every year for the past few years.
- Customer base is about 65% - 75% residential and remaining is commercial/industrial. Northern Illinois University (NIU) is metered as a separate entity and uses about 17% of the water demand.
- During the peak summer months, student population in school at NIU decreases and hence the Village does not see a spike in water demand during the summer. The average and peak water demands stay pretty flat throughout the year.
- The water distribution system includes:
  - Four elevated tanks with a total storage capacity of 5.75 MGD.
  - Approximately 177 miles of water main
  - 2,400 hydrants, 3,000 valves and 11,000 water meters.

### Objectives

Specific objectives of the project include:

- Data collection
- Assessment of existing water system to identify deficiencies or redundancy in existing water system.
- Review capacity of existing wells, treatment plants and storage tanks to meet current and future water system needs.
- Review existing water quality data and provide recommendations for capital improvements to meet current and future regulatory requirements.
- Provide recommendations for future capital improvements to accommodate long-term (10 to 15 years) water demands and operations.
- Analysis of City's current water distribution system and provide recommendations for capital improvements for water main replacement with a replacement schedule and prioritization of projects.
- Develop cost estimates for recommended capital improvements

**Exhibit A – Scope of Services**  
**Water Master Plan and Water Rate Study**  
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- Identify available grant opportunities to fund the capital improvements
- Perform a water rate study to provide recommendations for a funding structure to fund current and future operational and capital costs for five years.
- Comprehensive, written final report

As mentioned earlier we understand the City staff is interested in the proposed water master plan focus more on water distribution system and less on the water supply and treatment. The City is interested in developing a capital improvement program to complete improvements to the existing water mains. The City has replaced sections due to water main breaks over the years, but we understand there are several sections of water main that have been in service for several years and are reaching the end of their useful service life. In addition, City wants a robust water rate study to be completed to provide sufficient funding of current and future operational and capital costs for five years. Our scope of services described below addresses how we propose to address the needs of the City based on the Request for Proposal (RFP) and our recent discussions with City staff.

**Deliverables**

The deliverables to be provided by Burns & McDonnell for the project include:

- Twenty bound hard copies of Final Water Master Plan and Water Rate Study Report (Final Report)
- One unbound copy of the Final Report
- Electronic Copy of the Final Report per City requirements.

**Scope of Services**

Based upon the above understanding, Burns & McDonnell will provide the following base scope of services to complete the Project.

- A. Project Kick-Off Meeting:** Burns & McDonnell will be to conduct a project kick-off meeting with the City to establish clear lines of communication. The objective of this meeting would be to discuss the City's goals for the project, identify necessary source documents and information. Prior to the meeting we will submit a request for information and preliminary project schedule for review. The project schedule will be developed using Microsoft Project. We anticipate that the City at the meeting will be able to provide us the water model that was previously developed, and a copy of its GIS with water distribution system attributes including water main break history and replacements.
- B. Project Management:** Project management will be an ongoing task that will occur throughout the project. Burns & McDonnell will provide the resources necessary to successfully complete the project on schedule and on budget. We will coordinate project team activities. As part of this task we propose a bi-weekly meeting or conference call to review project status. We will develop a request for information (RFI) tracking system that can be used by the project team to coordinate, document and review status of project issues. A GANTT chart identifying all project tasks, individual(s) responsible for tasks, resources, project milestones, and deadlines will be developed using Microsoft Project. The chart will be updated weekly and transmitted to project team members electronically. A Weekly Status Report for the project that identifies work completed to-date, work planned for the following three weeks and critical issues that need resolution will be developed. The Weekly Status Report will be distributed electronically to all team members.

- C. Water Plant Assessment:** We will schedule site visits to each of the five water treatment plants to perform an evaluation of the building structure, equipment and other components of each facility. During the site visits we will discuss with the City's Water Division staff to better understand operational and maintenance issues at each water plant. At the conclusion of each site visit, Burns & McDonnell will summarize the observations and recommended improvements with opinion of costs in a Technical Memorandum. The Technical Memorandum recommendations would include improvements to address identified deficiencies in treatment equipment, operational deficiencies, current and future regulatory issues, and energy efficiencies. The Technical Memorandum recommendations will be discussed with the Water Division staff and final recommendations will be included in the Final Water Master Plan Report.
- D. Demand Projections:** This task includes coordination with City staff and the project team on customer projections and demand projections through the year 2030 (15 year period). Additionally, distribution of current demand and future demands will be evaluated in this task. We will work with the City Planning Department on historical data and projections of population, employment, land use, and development staging for this project. Obtaining accurate population / customer projections allows for accurate projections of future needs. Based on the information collected from discussions with City staff, we will prepare average and maximum day demand projections from year 2014 through 2030 for the existing service area, future service areas and growth scenarios. The projected average day and maximum day demands will be reviewed with City staff and average day and maximum day demand projections selected for use in the evaluation of water sources, water plant and distribution system. These projections set the target capacities and must be approved by City staff so the required modeling and improvement development can be initiated.
- E. Water Plant Regulation and Process Review:** The five water treatment plants (WTPs) will be evaluated for both expansion opportunities and compliance with existing and pending / future regulations. Plant sites will be re-visited as required, available water quality data reviewed, and operational issues discussed with plant staff. Based on recent conversations with staff, the water supply system is meeting all State and Federal regulations. A condition assessment will be completed of the architectural, electrical, mechanical, structural, and process condition of the WTPs. This task includes a site visit to visually inspect the equipment and meet with operations staff to discuss operations, equipment condition and maintenance, and other plant related issues. Based on the meeting / site visit, and review of maintenance records, options / concepts for rehabilitation and replacement and preliminary opinions of probable cost will be developed.
- F. Water Distribution Analysis:** Burns & McDonnell will use the water system model of the City's water distribution system that was previously developed by others to analyze for a variety of hydraulic simulations including steady-state simulations, extended-period simulations, extended-period water quality simulations, and hydraulic transient simulations. Information from the City's GIS will be used in working with the model. Connectivity will be checked and any additional data needed to support the model will be acquired and input. In addition to the water distribution system physical features we will utilize:
- Metered water sales records for demands allocations. Demands will typically be allocated by average day, by user classification using one complete year's consumption and GIS techniques to allocate demands to nearest model nodes.
  - Available information regarding average and historical peak days including gage elevations, supply rates and pressures from pumps, and elevated tank(s).

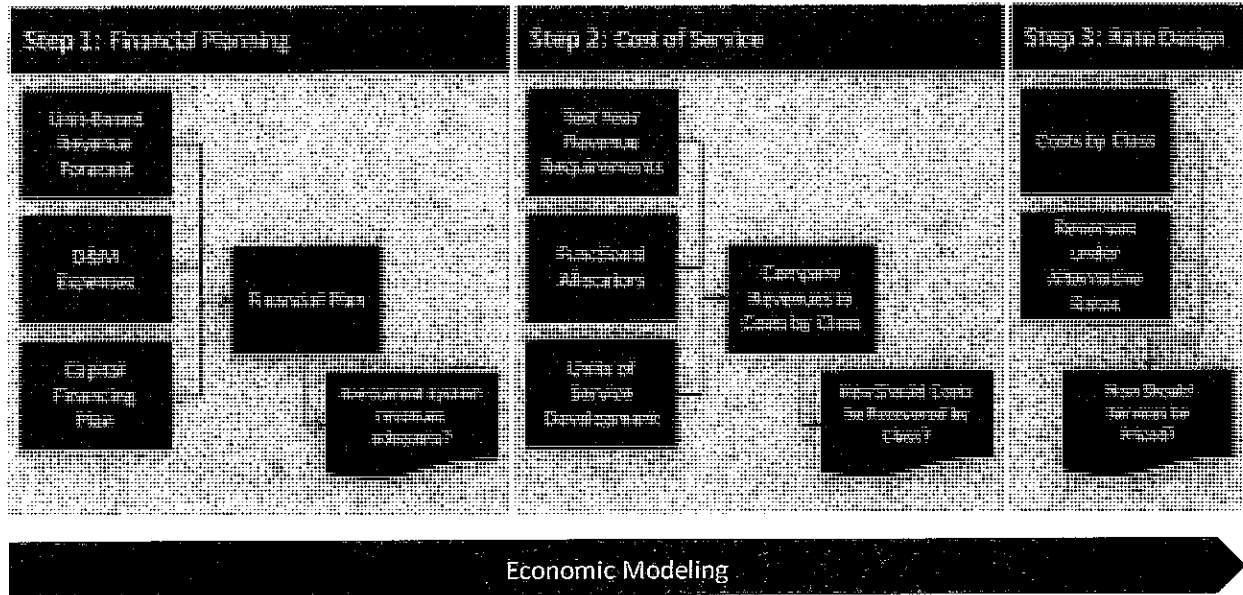
Transmission and distribution system piping will be evaluated to meet immediate, year 2014, and 2030 demand scenarios and fire flows. Supply and pressure improvements are typically assigned a higher priority than fire flow improvements; since transmission related improvements also improve available fire flow.

Demand scenarios to be evaluated for all years include the following:

- Average Day
- Maximum Day.
- Peak Hour of the Maximum Day.
- Minimum Hour plus tank replenishment of the Maximum Day.
- Maximum Day plus Fire Flow (fire flow contour map for all nodes).

**G. Project Scheduling and Opinions of Probable Cost:** Opinions of project cost will be developed for water main, water treatment plant and storage improvements. Improvements will be prioritized by water treatment plant, storage and transmission/distribution, and fire flow. Developer driven improvements can be designated and cost sharing options discussed. Opinions of project cost will be developed for small main replacement projects and leak detection programs, coordinated with the budgeting levels indicated by City financial analysis. We will work with City staff to prioritize improvements and modify prioritization of improvements based on the City's financial evaluations.

**H. Water Rate Study:** At its most basic level, Burns & McDonnell's rate studies are designed to create a financial roadmap to prudently plan for funding requirements, to defensibly and equitably recover costs, and to implement rate adjustments that achieved utility policy goals and objectives. Our approach to executing utility rate studies is grounded in the principles established by the American Water Works Association (AWWA) M1 Rate Manual. The three step approach that we follow aligns with industry standards and is depicted below. This approach has been utilized by Burns & McDonnell in completing numerous municipal utility cost of service and rate studies across the country in the last five years and will serve as a solid basis for the execution of the City's water rate study.



Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis will answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?"

Step 2: Cost of Service focuses on assigning cost responsibility to customer classes. Each customer class is allocated an appropriate share of the overall system costs based on the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system specifics.

Step 3: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is determined, schedules of rates for each rate class are developed that will generate revenues accordingly.

The remainder of this section provides a scope of services for the rate study to be performed by Burns & McDonnell.

**Water Rate Study Task 1 – Initiate Project**

The objective of Task 1 is to initiate the water rate study. An initial data request will be provided to identify the information Burns & McDonnell would like to initiate the study. Requested data is intended to address relevant current financial and operating information including billing summaries, most recently approved budgets, capital improvement plans, covenants associated with existing debt, formal financial policies or goals, fixed asset data, system operating information, and annual financial reports. The request for data is designed to be comprehensive; however, additional information may be requested as the project proceeds.

**Water Rate Study Task 2 – Development of Revenue Requirements**

The objective of Task 2 is to develop a five year financial plan that adequately funds the operating and capital requirements, complies with financial management policies, and provides a defensible and implementable plan for the utility to move forward.

**Exhibit A – Scope of Services**  
**Water Master Plan and Water Rate Study**  
**Page 6**

Burns & McDonnell will develop the five year financial forecast of the water utility operating results. This will determine whether revenues under current rates can be expected to provide adequate funding for future utility operating and capital costs. The results of this financial forecast will be utilized to define the target annual revenue requirements for water services.

*Task 2.1 – Prepare Revenue Forecast*

Projected annual utility service revenues under existing rates will be developed. Burns & McDonnell will review historical growth in the number of customers by class and then forecast the annual number of customers for each rate class for each year of the forecast period.

Burns & McDonnell will analyze water consumption characteristics for a recent, representative fiscal year to determine quantities of water billed by class at various consumption levels. This information will be used in the forecast of revenues under existing rates, and will provide important data used in the consideration of alternative rate structures.

Burns & McDonnell will assess trends in usage per account for each customer class within the water utility. Based on the usage analysis and other available information, Burns & McDonnell will estimate the future usage per customer for each rate class. The estimates of the annual number of customers and the annual usage per customer will provide the basis for forecasting annual billed usage over the Study period. The usage by block (where applicable), and existing schedules of water rates, will be applied to the projected billed usage and the estimated numbers of customers to develop forecasted annual water revenues under existing rates for the forecast period.

Burns & McDonnell will also develop projections of revenues from other existing sources, which may include interest income, penalties, tap fees and other miscellaneous income sources.

*Task 2.2 – Project Capital Flow of Funds*

Burns & McDonnell will incorporate the capital improvement plan (CIP) into a capital planning flow of funds. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include issuance of proposed bonds, loans, existing balances, and other sources as applicable. Uses of funds will include the CIP, cost of debt as applicable, and other costs as identified through collaboration with the City. Recommendations will be made regarding an appropriate alignment of funding sources (user revenues/cash on hand and debt issuance) and capital projects.

*Task 2.3 – Project Operating Revenue Requirements*

Projections of annual system operation and maintenance expenses will be developed based on variables that may include projected billed volumes, historical expense levels, existing budgets, inflation estimates, and the input of City staff regarding any planned changes to the operation and maintenance of the utility system.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required in Task 2.2, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Revenue requirements will be structured to recognize periodic and ongoing upgrades to water meters, meter reading, meter reading/finance software, and Supervisory Control and Data Acquisition (SCADA) software



and hardware. To the extent these requirements represent capital projects, they will be included in the CIP discussed in Task 2.2.

Projections of any other water system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures often include transfers or other routine capital expenditures.

*Task 2.4 – Review and Finalize Operating Cash Flow*

Burns & McDonnell will summarize the annual forecasts of the water utility revenues from Task 2.1, as well as the projected operating requirements from Task 2.3 in the form of pro-forma cash flow analyses for the utility. This analysis will identify any annual operating surplus or deficit anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period and whether an overall revenue adjustment is necessary.

Burns & McDonnell will review the preliminary forecast results with the City. During this meeting, Burns & McDonnell will review assumptions and results for each component of the cash flow forecast.

The typical deliverables under this Task would include Five-Year Water Financial & Capital Funding Plans with a formal meeting in the form of a conference call to review and finalize cash flow.

**Water Rate Study Task 3 – Cost-of-Service Analysis**

The objective of Task 3 is to determine the cost of service based on the revenue requirements developed in prior tasks, and to subsequently determine each customer class' responsibility in recovering that cost of service.

The information contained in the financial forecast will be used to determine the corresponding annual revenue requirements. Burns & McDonnell will create a cost of service analysis that will equitably allocate the overall revenue requirements to the utility's customer classes utilizing the cash basis. The development of the allocated class cost of service will be consistent with industry standards as promulgated by AWWA.

*Task 3.1 – Determine Utility Cost Assignments*

Burns & McDonnell will functionalize and assign each category of the water system's costs to applicable utility functions. Functions for the water system may include base, maximum day, maximum hour, fire protection, and customer or meter components.

*Task 3.2 – Allocate Functional Costs to Classes*

Service requirements for each customer class will be estimated for each of the utility cost functions. Unit costs will be applied to each customer class units to assign costs to customer classes in accordance with the service provided.

*Task 3.3 – Revenue and Cost of Service Comparison*

Burns & McDonnell will prepare a comparison of the allocated cost of service results with the projections of revenues under existing rates by class, to identify the degree to which existing rates create inequities in the recovery of costs among the rate classes.

The typical deliverables under this Task would include Water Cost of Service Allocation to Customer Classes with a formal meeting in the form of a conference call to review Cost of Service Results.

#### **Water Rate Study Task 4 – Development of Proposed Rates**

The objective of Task 4 is to develop proposed rates that meet the needs and objectives of the water utility. It is understood that some objectives include:

- Proposed rates must be compatible with the City’s water meter reading and billing technology
- Proposed rates should provide adequate cash flow and financial stability
- Rates should be fair and equitable
- Revenues and related rates must be self-supporting
- Proposed rate changes shall be evaluated for their impact on customers

Burns & McDonnell will assess the existing rate structure for its performance, overall equity, and ability to meet City objectives for future water rates. Two rate alternatives will be developed. For each alternative, rates will be designed to generate adequate revenues in accordance with the financial forecast results, reflect the results of the cost-of-services analysis, and further the objectives of the City for the utility system.

Burns & McDonnell will prepare a comparison of typical bills under both the existing and the proposed rates for each customer class, as well as bills among up to eight comparable utilities. Such comparison utilities will be determined in consultation with the City, and will include key characteristics such as size of the community, length of distribution system in miles, average daily production, and other measurements.

The typical deliverables under this Task would include proposed Water Rates and typical bill comparison with a formal meeting in the form of a conference call to review rate design.

- I. **Report of Findings:** Burns & McDonnell will provide a comprehensive draft and final report in summarizing the work completed as part of Tasks A through H. Capital and operation recommendations will be ranked by priority and include an engineer’s estimate of costs. Recommendations should also include a water distribution system improvement plan in table format identifying all recommended improvements according to priority and assigned a timeline bases on anticipated annual funding level to be provided by Village staff. The report will include recommendations, to be followed by a description of the analysis completed and identification of the key inputs, assumptions, methodology, and results of the study. Cost of service analysis, assumptions regarding system operation and demand patterns, and applicable transition planning will be discussed as applicable.

Burns & McDonnell will confer with staff regarding the draft report, and revise as appropriate. A second draft will be submitted to the City. This draft report, along with alternative rate structures and recommendations, will be presented to the City Council at a public Work Session.

Feedback from the review with City Council will be incorporated into the Final Report. The final report and recommended rate structures will be presented to the City Council at a second public Work Session.

**EXHIBIT - B**  
**City of Deklab Comprehensive Water Master Plan and Water Rate Study 2014**  
**Burns & McDonnell Engineering Fees**  
**July 1, 2014**



Task Description	Principal (16)	Associate Engineer & Architect (14)	Senior Engineer & Architect (13)	Project Engineer & Designer (10)	Survey Senior CAD (9)	Clerical (7)	Expenses	Technology Charge	Task Total
A. Project Kickoff Meeting	2		2					\$14.32	\$694.32
B. Project Management			16					\$57.28	\$2,659.28
C. Water Plant Assessment									
Task 1 - Civil and Process			8				\$100.00	\$28.64	\$1,384.64
Task 2 - Electrical and Mechanical			8				\$100.00	\$28.64	\$1,384.64
Task 3 - Structural			8				\$100.00	\$28.64	\$1,384.64
D. Demand Projections									
Task 1 - Evaluate existing data			2	4				\$21.48	\$815.48
Task 2 - Estimate Future Water Demands			2	4				\$21.48	\$815.48
E. Water Plant Regulation and Process Review		4						\$14.32	\$682.32
F. Water Distribution Analysis									
Task 1 - Review existing Water Model			2	8				\$35.80	\$1,309.80
Task 2 - Existing Demand Distribution			2	4				\$21.48	\$815.48
Task 3 - Future Demand Distribution			2	4				\$21.48	\$815.48
Task 4 - Hydraulic Analysis			2	12				\$60.12	\$1,804.12
Task 5 - Schedule Improvements and Trigger Demands			2	12				\$60.12	\$1,804.12
G. Project Scheduling and Opinions of Cost									
Task 1 - Cost Opinions for CIP Water Distribution System Improvements			2	8			\$100.00	\$35.80	\$1,409.80
Task 2 - Cost Opinions for CIP WTP Improvements			2	8			\$100.00	\$35.80	\$1,409.80
H. Water Rate Study									
Task 1 - Inflate Rate Study		4						\$14.32	\$682.32
Task 2 - Development of Revenue Requirements	2	8	2	22			\$100.00	\$121.72	\$4,877.72
Task 3 - Cost-of Service Analysis	2	4	2	20			\$100.00	\$100.24	\$3,948.24
Task 4 - Development of Proposed Rates	2	8	2	8			\$100.00	\$71.80	\$3,147.80
I. Report of Findings and Quality Control									
Task 1 - Draft Report	2	6	8	40	8		\$500.00	\$228.12	\$9,025.12
Task 2 - Final Report	2	6	8	20	8		\$300.00	\$157.62	\$6,353.62
Task 3 - Quality Assurance	4							\$14.32	\$746.32
<b>Total hours</b>	<b>16</b>	<b>40</b>	<b>82</b>	<b>174</b>	<b>19</b>	<b>0</b>			
<b>Hourly Billing Rate</b>	<b>\$183.00</b>	<b>\$167.00</b>	<b>\$157.00</b>	<b>\$120.00</b>	<b>\$109.00</b>	<b>\$77.00</b>			
<b>Subtotals</b>	<b>\$2,928.00</b>	<b>\$6,680.00</b>	<b>\$12,874.00</b>	<b>\$20,880.00</b>	<b>\$1,744.00</b>	<b>\$0.00</b>		<b>\$1,600.00</b>	<b>\$47,880.24</b>

**Total Fee \$47,880.24**

## **Exhibit C – Insurance**

### **CITY OF DEKLAB - Water Master Plan and Water Rate Study**

#### **Insurance Requirements:**

##### **1. All Contractors and All Contracts.**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

##### **2. Certificates and General Conditions:**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

##### **3. Comprehensive General Liability Coverage Requirements.**

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) ~~per person occurrence~~ / Two Million Dollars (\$2,000,000.00) ~~aggregate per occurrence~~. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnitees.



#### 4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per ~~accident/person / Two Million Dollars (\$2,000,000.00) per occurrence~~. This policy shall include coverage for all owned, hired and non-owned automobiles used in furtherance of this Agreement.

#### 5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being in applicable:

- A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. ~~person / per occurrence~~. Said policy need not identify the City as additional primary insured.
- B. ~~Errors & Omissions Insurance Coverage: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.~~

#### 6. Indemnification.

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.



7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

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EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.









# CERTIFICATE OF LIABILITY INSURANCE

12/1/2014

DATE (MM/DD/YYYY)

11/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Zurich American Insurance Company		16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC.  
ATTN: LYNDA LEVAN  
PO BOX 419173  
KANSAS CITY MO 64141-6173  
ANDERSON, LARRY

COVERAGES \*+ CERTIFICATE NUMBER: 11077153 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TB2-Z41-432888-033	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	AS2-Z41-432888-043	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-Z41-432888-013	12/1/2013	12/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC9140546	12/1/2013	12/1/2014	\$1,000,000 EACH CLAIM & IN THE ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

11077153  
SAMPLE

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE